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Richard P. Krasnow

Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	:
<b>In re</b>	:
	:
<b>LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i>,</b>	:
	:
<b>Debtors.</b>	:
	:
-----X	

**Chapter 11 Case No.**  
**08-13555 (JMP)**  
**(Jointly Administered)**

**NOTICE OF AMENDMENT TO AGREEMENT BETWEEN  
LEHMAN BROTHERS HOLDINGS INC. AND KELLY MATHEW WRIGHT**

By an order, dated January 28, 2009 (the “Order”) [Docket No. 2678], the United States Bankruptcy Court for the Southern District of New York authorized Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors in the above-referenced chapter 11 cases to employ Kelly Mathew Wright (“Wright”), in accordance with the terms and conditions of an agreement between Wright and LBHI (together, the “Parties”), dated January 7, 2009.

The Agreement provided that, from time to time, the Parties may execute certain schedules identifying deliverables and/or services to be provided by Wright and the fee structure for those services. The Agreement provides that multiple schedules may be executed and active under the Agreement.

**PLEASE TAKE NOTICE** that the Parties executed a new schedule to the Agreement that modifies Wright’s fee structure, effective June 1, 2010, and extends the expiry

date of the Agreement, subject to its terms, to December 31, 2010. A copy of the new schedule is annexed hereto as Exhibit 1.

Dated: May 26, 2010  
New York, New York

/s/ Richard P. Krasnow  
Richard P. Krasnow  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for Debtors  
and Debtors in Possession

**Exhibit 1**

**(June 2010 Schedule)**

## **MASTER CONSULTING SERVICES AGREEMENT SCHEDULE**

**Supplier Name:** Kelly Mathew Wright  
**Supplier Address:** 409 Lincoln Avenue, Portsmouth NH 03801  
**Supplier Jurisdiction of Incorporation:**  
**Tax ID or SS# (if applicable):**  
**Telephone #:** 603-498-9530  
**Fax #:**  
**Consulting Agreement No.:** 100000019747  
**Transaction Schedule No:** 3  
**Effective Date:** June 1, 2010

This Transaction Schedule ("**Transaction Schedule**"), made effective as of the Effective Date above, is issued pursuant to the above-referenced Master Consulting Services Agreement (the "**Consulting Agreement**") between the Customer entity executing this Transaction Schedule, as set forth on the signature page below, and the Supplier identified above. This Transaction Schedule identifies the deliverables and/or services being provided by Supplier.

This Transaction Schedule, when executed by both undersigned parties, together with the above-referenced Consulting Agreement and other documents attached hereto (each of which are incorporated by reference into this Transaction Schedule), constitutes the complete contractual agreement between the undersigned parties with respect to the deliverables and/or services described herein.

Capitalized terms used but not defined in this Transaction Schedule have the meanings given in the Consulting Agreement referenced above.

**Status Reports:** As required by the Customer project manager.

### **Pricing (complete A or B below):**

A) Hourly rates charged to Customer: \$175.00 on site, \$85.00 for research and reports:

The above rates will include concluding sales of works at the regional offices in the US, and Europe (Asia pending ownership issues).

B) For auctions, an introductory commission of 2-4% will be paid by the auction house. When items are consigned or sold through Christies, Sotheby's or Phillips, the Supplier's commission shall not exceed 2% for the first \$5,000,000.00 and 1% thereafter. The remainder introductory commission, if any, will be applied toward Customer's seller fees. If an introductory commission is paid, Supplier will disclose to Customer. Standard hourly rates will apply to services supplied in support of these auctions.

C) For outright sales, a finder's fee of 10% will be paid by the buyer. If a finder's fee is paid, Supplier will disclose to Customer. Standard hourly rates will apply to services supplied in support of these sales.

D) All travel expenses will be preapproved by Customer's project manager prior to invoice and must follow the Customer's Travel Policy guidelines shown in Attachment 1 of this Transaction Schedule.

### **Description of Services and Deliverables:**

The following Services will be offered to Customer:

- Researching the collections regionally to determine their current market value.

- On site inspection, to determine condition and organize for viewing.
- Determining which companies are best suited to auction or purchase the works of art.
- Creating appropriate inventories, organizing and conducting viewings.
- Negotiating, analyzing and assisting in finalizing the sales agreements.
- Coordinating and in some instances overseeing the removal of the works of art.
- Tracking all sales and receipt of funds.
- In the event that an item does not sell at auction, arranging a private sale.

**Milestone/Implementation Schedule (if applicable):**

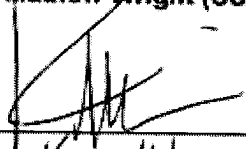
This Transaction Schedule shall commence on the 1st day of June 2010, and shall continue in effect until and including the 31<sup>st</sup> day of December 2010, unless earlier terminated in accordance with the terms of the Master Consulting Services Agreement, and thereafter, this Transaction Schedule shall automatically be renewed for additional periods of three (3) months each on the same terms and conditions as are contained in the present Transaction Schedule, except as otherwise mutually agreed to by Supplier and Customer, unless terminated in accordance with the terms of the Master Consulting Services Agreement. Should services be needed for the Neuberger material, an estimate of the sale of the material is Fall 2010 to Spring 2011.

**Schedule of Payments (if applicable):**

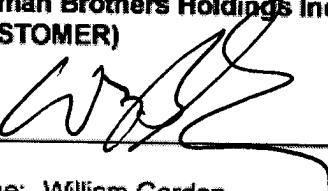
Invoices sent to: William Gordon  
Senior Vice President  
Lehman Brothers  
1271 Avenue of the Americas 35<sup>th</sup> fl  
New York, NY 10020

The undersigned parties have caused this Transaction Schedule to be executed by their respective duly authorized representatives

**Kelly Mathew Wright (SUPPLIER)**

By:   
Name: Kelly Wright  
(Type, Print or Stamp)  
Title: OWNER

**Lehman Brothers Holdings Inc. (CUSTOMER)**

By:   
Name: William Gordon  
(Type, Print or Stamp)  
Title: Senior Vice President

**Attachment 1 – Travel Policy**

Customer will reimburse Supplier for reasonable travel and living expenses actually incurred by Supplier personnel, (a) Reimbursement for airfares will be limited to business class for intercontinental flights and for intra-continental up to 2300 miles coach-class, above 2300 miles a one class upgrade from coach. (b) Supplier will stay at the most cost-effective hotel, using corporate rates. (c) Meal expenses shall not exceed \$75 per diem per person. Supplier will invoice Reimbursable Expenses monthly and will provide actual receipts for all with the associated invoice. Customer will not reimburse Supplier for normal commutation expenses or for travel and living expenses incurred by any assigned personnel performing Services at a Customer facility located in the same metropolitan area as that of such assigned employee's home base. Entertainment by or on behalf of Supplier will be at no cost to Customer.